# Visa Account Rates, Fees and Terms

INTEREST RATES AND INTEREST CHARGES			
Annual Percentage Rate (APR)			
for Purchases, Cash Advances, and Balance	Visa Classic	8.9% to 179%	
Transfers	Visa Platinum	8.4% to 17.4%	
	Visa Platinum Travel	8.4% to 17.4%	
	Step Visa	15.24%	
		(APR is 14.99% with automatic payment discount)	
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases made with your card if you pay your entire balance by the due date each month. We will begin charging interest on cash advances, balance transfers and checks on the posting date.		
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/askcfpb/">http://www.consumerfinance.gov/askcfpb/</a>		
FEES			
Annual Fee	Visa Classic: None		
	Visa Platinum: None		
	Visa Platinum Travel: \$45.00		
	Step Visa: None		
Transaction Fees			
Cash Advance	None		
Balance Transfer	None		
Foreign Transaction	<b>1.00%</b> of the US dollar amount of the foreign transaction for foreign currency conversions		
	<b>0.80%</b> of the US dollar amount of the foreign transaction for International Service Fee (ISA)		
Penalty Fees			
Late Payment	Up to <b>\$35</b>		
Card Replacement	<b>\$8.00</b> /card		
Returned Payment	\$25.00		

**How We Will Calculate Your Balance:** We use a method called "average daily balance" (including new purchases).

APR is based on creditworthiness.

**Billing Rights**: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Rate Adjustments: This is an adjustable rate loan. Rates may change at the discretion of the credit union and you will be given advance notice before any rate increase. Rate increases will not apply to account balances outstanding at the time notice is provided.

**Late Payment Fees:** A late fee will be assessed during any billing cycle in which your payment is not received within ten (10) days of the due date. Late fees will be \$25 for the first late payment and \$35 for any late payment during the following six (6) billing cycles.

These Account Disclosures for the Visa Credit Card are part of and integrated with your VISA Credit Card Agreement with Advantis Credit Union. We reserve the right to amend the VISA Credit Card Agreement as permitted by law. Rate information is accurate as of 6/7/2012.

#### Security Interest, Authorization to Obtain Credit Report and Credit Agreement.

By signing this application or accepting or authorizing use of any credit cards issued by Advantis Credit Union, I/we grant Advantis a security interest in present and future funds on deposit with the credit union to secure payment of my obligations on this account. I/we also acknowledge Advantis' statutory lien rights under either state or federal law and agree that such a lien is impressed as of the date that this account is opened. I/we agree that Advantis can apply the deposits pledged at the time of any default on this account without further notice. Additional Security: I/we understand that collateral securing other loans, except real property, will secure this account; and that property purchased with my/our credit card(s) will also secure this account. By signing below, I/we agree that Advantis may use credit reporting agencies or otherwise verify the information on this request. If more than one person signs below, we agree that our obligations are joint and several. By signing below, I/we request a Visa Card(s). If the Card(s) is/are issued, by signing, using or permitting another to use the card(s), I/we agree to be bound by the terms of the Advantis Credit Union Visa Credit Card Account Agreement.

X	
Applicant's Signature	Date
X	
Co-Applicant's Signature	Date

# Advantis Credit Union VISA Credit Card Account Agreement

This Agreement covers the VISA Credit Card Account issued by Advantis Credit Union ("Credit Union"). In this Agreement the words "you," "your," "yours," "applicant," and "Borrowers" mean any person who signs the application for this Account, any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words "we," "us," "our," and "Credit Union" means Advantis Credit Union. The word "Card" means any one or more credit cards issued under this Account. If you sign an application for this Account or sign or use any Card or PIN, or allow others to use the Card or PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions which will govern this Account.

#### 1. YOU PROMISE TO PAY

You promise to pay us all amounts, plus any FINANCE CHARGES, which arise from use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you received no benefit from the use. You promise to pay us either by direct payment or by automatic transfers from shares or by payroll deduction.

# 2. PURCHASES AND CASH ADVANCES

You must sign the Card to use it. Once you have signed the Card, you can use it to buy or lease goods, services, or insurance wherever the Card is honored, up to the full amount of your Credit Line. You may use your Account to get cash advances from us. You may also use your Card to get a cash advance from VISA ATMs and participating financial institutions. In addition, you may obtain cash advances by overdrawing your checking account. Loan overdraft transfers will be made in increments of \$100 to the amount necessary to cover the overdraft. You authorize us to charge your account and deposit such funds to your checking account. You understand that you will be liable for overdraft advances accessed by any authorized person on your checking account. If we approve, you may obtain advances under your account by writing preprinted convenience checks that we supply to you. Your use of loan checks will be shown as credit advances on your monthly statement. We may not honor your loan check if: your check is postdated; payment of loan check would exceed your credit limit; a loan check is signed by a person without authorized access to your account; the amount of the loan check is less than the minimum required amount; your account has been terminated or suspended or any loan checks have been reported lost or stolen. You may stop payment on a loan check if you provide us with the exact information describing the check and providing us with adequate notice to act on the stop payment instruction. If you give us incorrect information, we will not be responsible for failing to stop payment of the loan and you will be responsible for repayment of the amount of the check. You understand there may be a charge for each stop payment order requested and any loan check returned. Our liability for wrongful dishonor is limited to your actual damages; however, a dishonor for reasons stated above is not a wrongful dishonor.

You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

#### 3. CREDIT LINE

(a) <u>General</u>. If your application is approved by us, this Agreement will constitute a revolving line of credit for an amount which will be the Credit Line under your Account. We will advise you of the amount of your Credit Line. That amount will be the maximum amount you may have outstanding at any one time. You agree not to attempt to obtain more credit than the amount of your Credit Line. However, if you temporarily exceed your Credit Line, you agree to repay the excess immediately, even if we have not yet billed you. Obtaining such credit does not increase your Credit Line. We retain the right to increase or

decrease your Credit Line at any time. Any increase or reduction in the amount of your Credit Line will be shown on your monthly statement or by separate notice together with any changes in the applicable Minimum Monthly Payments. Your eligibility for this Credit Line is determined by our loan policy and may be terminated at our sole discretion, without demand or notice. You may close your Credit Line at any time by notifying us in writing and returning all Cards cut in half. If you terminate this Agreement or if we terminate or suspend your credit privileges, the provisions of this Agreement and your liability hereunder shall otherwise remain in full force and effect until you have paid us all sums due us under this Agreement and returned all Cards.

(b) Special Terms for Step VISA. Step VISA accounts have an initial limit of \$250, which may be increased to \$500 after 6 months of usage without default under any term of the agreement. After 12 months without default, the limit may be increased to \$750 and the APR reduced to 13.99% if the borrower satisfactorily completes a money management course specified by Advantis. After an additional 6 months without default, borrower may request an additional limit increase to \$1000 and rate reduction to 12.99%. Such request is subject to underwriting and approval by Advantis. After 2 years without any default, the account will be converted to a VISA Classic account, subject to terms and conditions of the VISA Classic account.

#### 4. MINIMUM MONTHLY PAYMENT

You agree that you will pay each month not less than the Minimum Monthly Payment on or before the scheduled monthly due date. Minimum Monthly Payments include all amounts past due, late charges, overlimit charges, and the minimum regular payment. The minimum regular payment will be 3% of your Total New Balance, or \$25, whichever is greater. If your outstanding balance is \$25 or less, you agree to pay the balance in full. Every month you must pay the Minimum Payment by the due date shown on your statement. You may pay in full for all your purchases and cash advances each month, or you may repay in monthly installments. We can accept late payments or partial payments, or checks, drafts, and money orders marked "payment in full," without prejudice to our rights under this Agreement, which are hereby explicitly reserved. Payments will be applied first to overlimit and/or late charges, previously billed and unpaid FINANCE CHARGES, previously billed and unpaid purchases, and the remainder, if any, to cash advances.

# 5. SECURITY INTEREST/PLEDGE OF SHARES

To secure your Account, you grant us a purchase money security interest under the Oregon Uniform Commercial Code in any goods you purchase through your Account. If you default, we will have the right to recover any of these goods which have not been paid for through application of your payments in the manner described in Section 4.

Collateral securing other loans with the Credit Union, except loans secured by real property, also secures this Account. You also pledge all of your present and future shares and any earnings thereon as security for obligations under your account. You understand that if you default on your VISA Account, we may apply all that is pledged to your VISA Account (IRA and Keogh accounts are excluded from the Pledge of Shares).

#### **6. PERIODIC STATEMENTS**

Each month, we will send you a statement showing new purchases, cash advances, payments, and credits made to your Account during the billing cycle, your Previous Balance, your "Total New Balance," any FINANCE CHARGE, and any other charges. Your statement also will identify the remaining credit limit available and the Minimum Monthly Payment you must make for that billing period and the date it is due. You agree to retain for statement verification copies of transaction slips resulting from each purchase, each advance, and other transactions on your Account. Unless you notify us of a billing error as described below, you accept your monthly statement as an accurate statement of your Account with us.

#### 7. CIRCUMSTANCES UNDER WHICH A FINANCE CHARGE WILLBE IMPOSED

The total outstanding balance of purchases and cash advances in the Account on the closing date of a billing cycle, including any FINANCE CHARGE will be shown on the Periodic Statement for that billing cycle as the "New Balance."

- a. <u>Cash Advances</u>. A FINANCE CHARGE will be imposed on cash advances (including balance transfers) from the date each cash advance is made. There is no time period within which to pay to avoid a periodic FINANCE CHARGE on cash advances.
- b. <u>Purchases</u>. Your due date will be at least 25 days after the closing date. A FINANCE CHARGE will be imposed on the unpaid portion of purchases included in the new balance when the entire new balance is not paid in full by the due date shown on the statement. This "grace period" allows you to avoid a FINANCE CHARGE on purchases for a billing cycle (if there is no unpaid purchase balance from the prior cycle). If you do not pay within the grace period, your FINANCE CHARGE will accrue from the first day of the billing cycle in which payment is due, and will accrue on new purchases from the date of purchase.

# 8. METHOD USED TO DETERMINE THE BALANCE ON WHICH THE FINANCE CHARGE MAY BE COMPUTED AND AMOUNT OF FINANCE CHARGE

The Credit Union figures the Periodic FINANCE CHARGE on your Account by applying the Periodic Rate to the "Average Daily Balance" of new and previous unpaid transactions for your Account, and multiplying by the number of days in the billing cycle. To get the "Average Daily Balance" we take the beginning purchase and cash advance balances of your Account each day, add any new purchases and cash advances, insurance premiums or debit adjustments or charges and subtract any payments or credits, unpaid FINANCE CHARGES and unpaid late charges, and the amount that is subject to the grace period. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives us the Average Daily balance for purchases and for cash advances.

#### 9. PERIODIC RATE AND CORRESPONDING ANNUAL RATE

The Daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE for your Account is based on your credit history. A range of Daily Periodic Rates and ANNUAL PERCENTAGE RATES currently offered by the Credit Union is set forth in the Loan Rate Schedule, which is incorporated into this Agreement by reference and as amended from time to time. The Daily Periodic Rate and ANNUAL PERCENTAGE RATE that will apply to your Account will be disclosed on the notice that accompanies (and is part of) this Agreement.

# 10. CONDITIONS UNDER WHICH OTHER CHARGES MAY BE IMPOSED

You agree to pay all applicable fees and charges to your account for: payments that are past due for a period of ten (10) or more days; each check returned to the Credit Union for insufficient funds, account closure or any other reason; photocopies of sales drafts or account statements and any associated research time; annual card fee; replacement card fee; recovery of lost, stolen or cancelled card fee; ATM network transaction fees; and any other related fees and charges as set forth on the Credit Union's Rate and Fee Schedule as incorporated herein by reference and as amended from time to time. If you default on any part of this Agreement, you agree to pay us all costs to collect your Account, including court costs and reasonable attorney fees whether or not there is a lawsuit, and fees on any appeal and fees for bankruptcy proceedings, appeals, and any post judgment collection services, if applicable. These fees and costs may be added to your Account balance and will bear interest at the ANNUAL PERCENTAGE RATE in effect at that time.

#### 11. CONDITIONS OF CARD USE

The use of your Card and Account are subject to the following conditions:

a. Ownership of Cards. Any Card or other credit instrument or device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be

repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

- b. <u>Signing the Card</u>. The Card we supply to you is not valid unless signed. By signing, accepting, retaining or using the Card, cardholder and all users agree to all terms and conditions set forth by the Credit Union.
- c. <u>Honoring the Card</u>. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other credit instrument or device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
- d. <u>Foreign Transactions</u>. Visa purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date or cardholder statement posting date. In addition, you will be accessed a fee for any card purchase or cash withdrawal involving a currency conversion. You will also be assessed an International Service Assessment (ISA) fee for all purchases and cash advances made in foreign countries but in U.S. Dollars. See our Rate and Fee Schedule for the

current Foreign Currency Conversion fee and ISA fee.

- e. <u>Notices and Payments</u>. All notices will be sent to your address as shown in the application. You agree to advise us promptly if you change your mailing address. All payments should be mailed to us at the remittance address shown on your monthly
- statements. Payments received at that address will be credited to your Account as of the date received.
- f. <u>Personal Identification Number</u>. If we issue you a Personal Identification Number (PIN) for use with your Card in accessing your line of credit at automated teller machines (ATMs), these numbers are issued to you for your security purposes. These

numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make available your PIN to anyone not authorized to sign on your Accounts. To keep your

Account secure, please do not write your PIN on your Card or keep it in the same place as your Card.

#### 12. DEFAULT

You will be in default under this Agreement if any of the following occur: (a) Any Minimum Monthly Payment is not made when due; (b) You become insolvent, bankrupt, or you die; (c) You violate any part of this Agreement, or any other agreement with us; or (d) if we reasonably deem ourselves insecure with respect to your Account. Upon default, we may declare the entire unpaid balance immediately due and payable, and

you agree to pay that amount plus any attorney's fees and costs incurred by us. We can delay enforcing any right under this Agreement without losing that right or any other right. We will notify you in writing of any such action as soon as practical if it occurs.

#### 13. GOVERNING LAW

This Agreement will not take effect until it is approved by us. This Agreement shall be governed by the laws of the State of Oregon.

#### 14. SEVERABILITY

If any provision of this Agreement is held invalid, the remaining provisions that are severable shall remain in effect.

#### 15. LOSS OR THEFT OF CREDIT CARD

You agree to notify us immediately, orally or in writing, at Advantis Credit Union, PO Box 14220, Portland, Oregon 97293-0220, or telephone 503 785-2528 or 800 547-5532, of the loss, theft or unauthorized use of your Credit Card. If you notify us of your lost or stolen Credit Card, you will not be liable for any losses. This liability exclusion will apply provided you were not grossly negligent or fraudulent in handling your credit card.

otherwise your liability for unauthorized VISA Credit Card transactions may be up to \$50.

# 16. CREDIT INFORMATION/FINANCIAL STATEMENTS

You authorize us to release information to others (e.g., credit bureaus, merchants, and other financial institutions) regarding the status and history of your Credit Line. You agree to provide us, at any time we deem necessary, with a current financial statement and/or a new credit application upon request. We may investigate your credit directly or through a credit reporting agency.

#### 17. ACKNOWLEDGMENT AND AMENDMENTS

You understand and agree to the terms and conditions in this Agreement and the Fair Credit Billing Notice. You acknowledge that you have received a copy of this Agreement and Disclosure and the Fair Credit Billing Notice. We have the right to change any terms or conditions of this Agreement at any time, subject to applicable laws.

# 18. BILLING ERRORS NOTICE, YOUR BILLING RIGHTS

Keep This Notice for Future Use. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. **Notify Us in Case of Errors or Questions About Your Bill.** If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us at the address listed above. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your Account bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

# **Your Rights and Our Responsibilities After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including FINANCE CHARGES, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any FINANCE CHARGE related to any questioned amount. If we didn't make a mistake, you may have to pay FINANCE CHARGES, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone to whom we reported you. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we

don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

# **Special Rule for Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and
- The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Revised February 2010